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UNITED STATES DISTRICT COURT

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DISTRICT OF NEVADA

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ORACLE USA, INC., a Colorado corporation;  
ORACLE AMERICA, INC., a Delaware  
corporation; and ORACLE INTERNATIONAL  
CORPORATION, a California corporation,

24

Plaintiffs,

v.

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RIMINI STREET, INC., a Nevada corporation;  
SETH RAVIN, an individual,

27

Defendants.

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CASE NO. 2:10-cv-0106-LRH-PAL

**DECLARATION OF JAMES C.  
MAROULIS IN SUPPORT OF  
ORACLE'S MOTION FOR  
ATTORNEYS' FEES AND EXPENSES**

1 I, James C. Maroulis, declare as follows:

2     1. I am Managing Counsel at Oracle and counsel of record for plaintiffs Oracle USA, Inc.,  
 3 Oracle America, Inc., and Oracle International Corp. (together, “Oracle” or “Plaintiffs”). I have  
 4 worked in the Litigation group in Oracle’s Legal Department since May 2004. Since that time, I  
 5 have worked with outside counsel on a number of sophisticated litigation matters, and in each of  
 6 the litigations on which I work, I am responsible for reviewing and approving all of the bills for  
 7 attorneys’ fees and costs and expert fees and costs. All bills that I review are subject to additional  
 8 review within Oracle. I have worked on the above-captioned lawsuit since January 2010. I  
 9 submit this declaration in support of Oracle’s motion for attorneys’ fees and expenses. The facts  
 10 stated herein are based on my personal knowledge unless otherwise stated.

11     2. Oracle is regularly required to engage in litigation of various types and sizes in the normal  
 12 course of its business. Oracle is a sophisticated consumer of legal services.

13     3. Oracle seeks to hire outside counsel with the skill and experience that Oracle deems  
 14 necessary for a given litigation matter. Oracle will only pay hourly billable rates for legal  
 15 services if those rates are reasonable for the skills and experience of the attorneys Oracle hires.

16     4. Oracle hired attorneys from Bingham McCutchen LLP (who later joined Morgan Lewis &  
 17 Bockius, LLP) and Boies Schiller & Flexner LLP to litigate this case because Oracle believed the  
 18 lawyers hired at these firms possessed the sophisticated set of skills and experiences that were  
 19 necessary for effectively prosecuting Oracle’s claims against Defendants Rimini Street, Inc. and  
 20 Seth Ravin (together, “Defendants”). The law firms’ billable rates have been reasonable.  
 21 Moreover, throughout the course of this litigation, I received bills from all three firms and  
 22 reviewed them to ensure the time and expenses spent on the litigation were reasonable.

23     5. Oracle also approved the hiring of experts Dr. Randall Davis, Christian Hicks, Dr. Daniel  
 24 Levy, Edward Yourdon, and Elizabeth Dean for this litigation because Oracle believed they  
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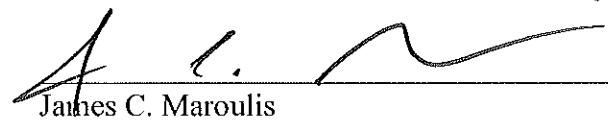
1 possessed the sophisticated expertise that was necessary effectively prosecuting Oracle's claims  
2 against Defendants. The experts' billable rates have been reasonable. Moreover, throughout the  
3 course of this litigation I received bills submitted by the experts and reviewed them to sure the  
4 time and expenses they spent on the litigation were reasonable.  
5

6. Oracle was directly billed by the company H5 for its services in connection with this case.  
7 H5 provided Oracle with attorneys who reviewed documents produced by Rimini in this litigation  
8 and categorized or otherwise identified them by subject matter. Attached as **Exhibit A** are true  
9 and correct copies of H5's invoices for their services in this case. Oracle paid H5 all of the  
10 amounts listed in **Exhibit A**.

11 7. Oracle was directly billed by Huron Consulting Group, Inc. for its services in connection  
12 with this case. Huron provided Oracle with attorneys who reviewed documents collected by  
13 Oracle and determined which ones should be produced in this litigation. Attached as **Exhibit B**  
14 are true and correct copies of Huron's invoices for their services in this case. Oracle paid Huron  
15 all of the amounts listed in **Exhibit B**.  
16

17 8. Oracle was directly billed by Stroz Friedberg, LLC for its services in connection with this  
18 case. Stroz provided Oracle with electronic document hosting and preservation services, as well  
19 as a document review and production platform for discovery that Oracle produced and received in  
20 this case. Attached as **Exhibit C** are true and correct copies of Stroz's invoices for their services  
21 in this case. Oracle paid Stroz all of the amounts listed in **Exhibit C**. Outside counsel have  
22 redacted certain entries on Stroz's invoices for privilege or other reasons. Oracle is not seeking  
23 recovery for any of the redacted entries in its motion for attorneys' fees and costs. Outside  
24 counsel have also highlighted as taxable costs certain entries on Stroz's invoices.  
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1 I declare under penalty of perjury that the foregoing is true and correct, and that I executed this  
2 Declaration on November 13, 2015 in Redwood City, California.  
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A handwritten signature in black ink, appearing to read "James C. Maroulis". The signature is fluid and cursive, with a prominent 'J' at the beginning and a 'C' at the end.

James C. Maroulis

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